

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

ARNOLD K. RICHARDS and
MARY L. RICHARDS,

Plaintiffs,

v. // CIVIL ACTION NO. 1:17CV50
(Judge Keeley)

EQT PRODUCTION COMPANY,

Defendant.

ORDER SUMMARIZING RULINGS MADE AT THE FINAL PRETRIAL CONFERENCE

On September 10, 2018, the Court conducted a final pretrial conference in this case (Dkt. No. 118), during which it:

1. **DENIED** the plaintiffs' "Motion in Limine to Preclude Argument, Comment, Testimony, or Evidence Regarding Claims That the Gas Purchase Contracts Between EQT Production Company and EQT Energy, LLC, are Arm's-Length Transactions" (Dkt. No. 65);
2. **DENIED** the plaintiffs' "Motion in Limine to Preclude Argument, Comment, Testimony, or Evidence Regarding Gas Purchase Contracts That Do Not Involve The Defendant" (Dkt. No. 66);
3. **DENIED** the plaintiffs' "Motion in Limine to Preclude Argument, Comment, Testimony, or Evidence Regarding Claims That EQT Production Company is Permitted to Deduct Severance, Ad Valorem, or Any Other Taxes from the Plaintiffs' Royalties Under the Express or Implied Terms of the Subject Oil and Gas Leases" (Dkt. No. 67);

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4. **DENIED as MOOT** the plaintiffs' **WITHDRAWN** "Motion in Limine to Preclude Argument, Comment, Testimony, or Evidence Regarding Claims That EQT Production Company is Entitled to Value Gas from the Subject Leaseholds at the Wellhead" (Dkt. No. 68);
5. **DENIED** the plaintiffs' "Motion in Limine to Preclude Argument, Comment, Testimony, or Evidence Regarding Claims That Deductions for Post-Production Costs are Permitted Under the Express or Implied Terms of the Oil and Gas Leases, subject to renewal at the close of the case (Dkt. No. 69);
6. **GRANTED** the defendant's "Motion in Limine to Preclude Argument or Evidence of Alter Ego Relationship or the Sales Price Paid by the First Unaffiliated Party" to the extent the defendant seeks to preclude argument or evidence of a purported alter ego relationship, but **DENIED** the motion to the extent the defendant seeks to preclude argument or evidence of affiliations between the parties to the gas sales contracts and/or the sales price paid by the first unaffiliated party (Dkt. No. 70);
7. **DENIED as UNTIMELY** the defendant's "Motion in Limine to Preclude Argument or Evidence of Fraud or Constructive Fraud" (Dkt. No. 71);

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8. **GRANTED** the defendant's "Motion in Limine to Preclude Argument or Evidence Regarding Rulings Made in McDonald v. EQT Production Company or The Kay Company, LLC v. EQT Production Company" based on the argument that the plaintiffs are collaterally estopped from bringing this case by judicial rulings in those cases (Dkt. No. 72);
9. **GRANTED** the defendant's "Motion in Limine to Preclude Argument or Evidence Regarding Natural Gas Liquids or By-Products" to the extent the defendant seeks to preclude argument or evidence that it sells natural gas liquids ("NGLs") or by-products, but **DENIED** the motion to the extent the plaintiffs may seek to introduce evidence regarding NGLs or by-products for the purpose of determining the market value of the gas at the relevant valuation point (Dkt. No. 73);
10. **DENIED** the defendant's "Motion in Limine to Preclude Argument or Evidence of Royalties Paid on Wells That Are Not the Subject of Plaintiffs' Claims in This Case" (Dkt. No. 74);
11. **DENIED as UNTIMELY** the defendant's "Motion in Limine to Exclude Testimony of Robert N. Hart" (Dkt. No. 75);

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12. **DENIED as MOOT** the defendant's **WITHDRAWN** "Motion in Limine to Preclude Argument or Evidence to Support a Claim for Punitive Damages" (Dkt. No. 76);
13. **DENIED** the defendant's "Motion in Limine to Preclude Argument or Evidence That Royalties Paid to Plaintiffs by EQT Must be Paid without Deduction or Allocation of Any Post-Production Costs and/or That Deduction or Allocation of Post-Production Costs is Not Permitted by the Leases (Dkt. No. 77); and
14. **GRANTED** the defendant's "Motion in Limine to Preclude Argument or Evidence of Lease Modifications or Other Leases Unrelated to the Leases at Issue" (Dkt. No. 78).

It is so **ORDERED**.

The Court **DIRECTS** the Clerk to transmit copies of this Order to counsel of record.

DATED: September 14, 2018

/s/ Irene M. Keeley
IRENE M. KEELEY
UNITED STATES DISTRICT JUDGE